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Entertainment, Inc. and Defendant and  
Counter-Claimant Ticketmaster LLC*

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION JUDICIAL DISTRICT

Complete Entertainment Resources LLC  
d/b/a Songkick,

Plaintiff,

v.

Live Nation Entertainment, Inc.;  
Ticketmaster LLC,

Defendants.

Ticketmaster LLC,

Counter-Claimant,

v.

Complete Entertainment Resources LLC  
d/b/a Songkick,

Counter Defendant.

CASE NO. 2:15-CV-09814 DSF  
(AGRx)

**DEFENDANTS AND COUNTER-  
CLAIMANT'S NOTICE OF  
MOTION AND MOTION FOR  
PARTIAL SUMMARY JUDGMENT**

The Honorable Dale S. Fischer

Date: August 7, 2017

Time: 1:30 p.m.

Place: Courtroom 7D

**NOTICE OF MOTION AND MOTION**

TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE, that on August 7, 2017, at 1:30 p.m., or as soon thereafter as the matter may be heard, in the United States District Court, Central District of California, First Street Courthouse, 350 West 1st Street, Courtroom 7D, Los Angeles, CA 90012, before the Honorable Dale S. Fischer, Defendant Live Nation Entertainment, Inc. and Defendant and Counter-Claimant Ticketmaster LLC will and hereby do move the Court for an order granting partial summary judgment.

This Motion is made on the ground that there is no genuine issue of material fact with respect to at least portions of: (1) Songkick's Sherman Act claims; (2) Songkick's state law unfair competition, promissory estoppel, intentional interference and prospective interference claims; and (3) Counter-Claimant Ticketmaster's intentional interference with contractual relations claims.

Specifically:

- Songkick's claims under the Sherman Act and Cal. Bus. & Prof. Code § 17200 fail because Songkick cannot establish that Defendants' actions with respect to their exclusive venue contracts, concert promotion business, fan club policy, or enforcement thereof—or any related matter—violates the Sherman Act or is anticompetitive.
- Songkick's promissory estoppel claim fails because Songkick cannot identify any legally binding promise made by Defendants to Songkick, nor can it identify any failure to fulfil any such promise.
- Songkick's tortious interference claims fail because Songkick cannot identify any relevant conduct by Ticketmaster other than Ticketmaster's lawful enforcement of its rights pursuant to its contracts with venues.
- Songkick's prospective interference claims fail to the extent that they

depend on Songkick's other claims challenged in this motion.

- Songkick cannot prove its damages in material part, as its asserted damages lack factual or legal support in the respects identified in the accompanying Memorandum of Points and Authorities and material referenced therein.
- Counter-Claimant Ticketmaster's intentional interference claim succeeds as a matter of law because Ticketmaster has established (1) that it has valid contracts with venues, (2) that Songkick was aware of such contracts, (3) that Songkick intended to disrupt those contracts, (4) that Songkick's conduct actually disrupted those contracts, and (5) that Ticketmaster suffered harm as a result.

Defendants and Counter-Claimant are therefore entitled to judgment as a matter of law on these claims pursuant to Federal Rule of Civil Procedure 56.

This motion is based on the Notice of Motion and Motion, the accompanying Memorandum of Points and Authorities, all other papers submitted in support of this Motion, the record on file in this action, and such other written and oral argument as may be presented to the Court. This motion is made following the conference of counsel pursuant to Local Rule 7-3, which took place on May 15, 18 (in person, as ordered by the Court), and 22 (same), 2017.

DATED: May 29, 2017

LATHAM & WATKINS LLP

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 INC. and Defendant and Counter-  
 Claimant TICKETMASTER LLC